

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ABLECO FINANCE LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 12/30/2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: HSBC BANK USA, NATIONAL ASSOCIATION

Internal

Address: _____

Street Address: 10 EAST 40th STREET

City: New York

State: New York

Country: US Zip: 10016

- ☒ Association Citizenship US
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE 1A (ATTACHED)

B. Trademark Registration No.(s)

SEE SCHEDULE 1A (ATTACHED)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: HANS-PETER G. HOFFMANN

Internal Address: KELLEY DRYE & WARREN LLP

Intellectual Property Department

Street Address: Two Stamford Plaza

281 Tresser Boulevard

City: Stamford

State: CT Zip: 06901-3229

Phone Number: 203-351-8011

Fax Number: 203-327-2669

Email Address: hhoffmann@kelleydrye.com

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 590.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

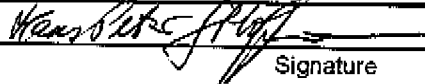
8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 11-0404

Authorized User Name Kelley Drye & Warren LLP

9. Signature:



Signature

HANS-PETER G. HOFFMANN, Reg. No. 37,362

Name of Person Signing

APR 25, 2006

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$590.00 110404 76529287

700260448

TRADEMARK
REEL: 003297 FRAME: 0885

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**Trademarks and Trademark Applications Owned by Dan River Inc.**

Registered Owner	US Trademark	Registration Number
Dan River Inc.	DAN RIVER	812258
Dan River Inc.	DAN RIVER	910143
Dan River Inc.	DAN RIVER	910163
Dan River Inc.	CORPORATE LOGO	901599
Dan River Inc.	BED-IN-A-BAG	2003752
Dan River Inc.	BED IN A BAG	2113088
Dan River Inc.	BED IN A BAG EXTRAS	2840660
Dan River Inc.	BED-IN-A-BAG DÉCOR	2571912
Dan River Inc.	BED IN A BAG DESIGN	2021550
Dan River Inc.	BED IN A GAB LOGO	1964833
Dan River Inc.	BEDROOM-IN-A-BAG	2090184
Dan River Inc.	BED-IN-A-BAG	76/529287 (App.)
Dan River Inc.	BEDTIME PALS	76/532696 (App.)
Dan River Inc.	THE PERFECT SHEET	76/613497 (App.)
Dan River Inc.	CASUAL KIDS	2534395
Dan River Inc.	SUPREME DIMENSIONS	2878804
Dan River Inc.	TEEN CENTRAL	2705120
Dan River Inc.	RIPPLESPUN	397444
Dan River Inc.	MY SNUGGLE PILLOW	1917299
Dan River Inc.	MAGELLAN	1861850
Dan River Inc.	DANCHECK	1630114
Dan River Inc.	EVERYTHING YOU NEED TO DECORATE YOUR BED	2458496
Dan River Inc.	EVERYTHING YOU NEED TO DRESS YOUR BED	1708267

9810338.1

EXECUTION VERSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of December 30, 2005 between ABLECO FINANCE LLC, a Delaware limited liability company (the "Assignor"), and HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association (the "Assignee").

Reference is made to the Financing Agreement by and among Dan River, Inc., a Georgia corporation (the "Company"), as Borrower, The Bibb Company LLC, Dan River International Ltd. and Dan River Factory Stores, Inc., as Guarantors, the lenders from time to time party thereto, as Lenders, Ableco Finance LLC, as Collateral Agent and Wachovia Bank, National Association, as Administrative Agent, dated as of February 11, 2005 (as amended, the "Financing Agreement");

WHEREAS, pursuant to that certain Assignment for Security Patents by the Company, dated as of February 11, 2005 (the "Assignment for Security Patents"), the Company granted to the Assignor, for the benefit of the Agents and Lenders (as such terms are defined in the Financing Agreement), a continuing security interest in all right, title and interest of the Company in the Collateral (as defined in the Assignment for Security Patents);

WHEREAS, effective as of the date hereof, (i) the Assignor resigned as Collateral Agent under the Financing Agreement and (ii) the Assignee became successor Collateral Agent under the Financing Agreement;

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All terms used, but not defined herein shall have the meaning given to such terms in the Assignment for Security Patents.
2. Assignor does hereby, without recourse, representation or warranty, grant, bargain, convey, transfer, assign and deliver to Assignee, to and for Assignee's use and benefit forever, to have and to hold all of the right, title and interest of Assignor in and to the Collateral. Assignee hereby assumes all of Assignor's obligations and liabilities under the Collateral from the date hereof or arising out of events occurring after the date hereof, and hereby agrees to promptly and completely pay and perform such obligations and liabilities.
3. The assignment, transfer, acceptance, covenants and assumptions contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
4. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
5. The parties acknowledge that this Agreement will be governed by the laws, other than the rules governing conflicts of laws, of the State of New York.

NY01/FALLA/1082070.2

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____

Name: _____

KEVIN GENDA

Title: _____

SVP

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____

Name: _____

Title: _____

NY01/PALLA/1082080.2

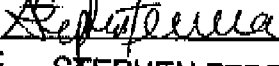
TRADEMARK
REEL: 003297 FRAME: 0888

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: 
Name: STEPHEN FERRERA
Title: VICE PRESIDENT

Acknowledged and Accepted:

DAN RIVER, INC.

By: _____
Name:
Title:

NY01/PALLA/1082080.2

TRADEMARK
REEL: 003297 FRAME: 0889

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ABLECO FINANCE LLC, as Assignor

By: _____
Name:
Title:

HSBC BANK USA, NATIONAL ASSOCIATION,
as Assignee

By: _____
Name:
Title:

Acknowledged and Accepted:

DAN RIVER, INC.

By: 

Name: Scott D. Batson

Title: Senior Vice President-Chief Financial Officer

NY01/PAL1A/1082080.2